

CONTRACT BETWEEN
CAMDEN COUNTY EDUCATIONAL
SERVICES COMMISSION

AND

CAMDEN COUNTY EDUCATIONAL
SERVICES EDUCATION
ASSOCIATION

FOR THE PERIOD OF

July 1, 2014 THROUGH June 30, 2019

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Preamble		3
Article 1	Recognition	3
Article 2	Negotiation Procedure	3
Article 3	Grievance Procedure	4
Article 4	Teacher Rights	6
Article 5	Association Rights	7
Article 6	Teacher Work Year	7
Article 7	Teaching Hours	7
Article 8	Teacher Evaluation	8
Article 9	Management Rights	8
Article 10	Teacher Employment	9
Article 11	Leaves of Absence	9
Article 12	Disability and Maternity Leave	11
Article 13	Bereavement Leave	11
Article 14	Compensation	11
Article 15	Medical Insurance	13
Article 16	Miscellaneous Provisions	13
Article 17	Professional Development	14
Article 18	Agency Fee	14
Article 19	Duration of Agreement	15
Article 20	Use of Independent Contractors	16
Salary Schedules:	"Schedules A and B"	17

Preamble

This agreement entered into this 1st day of July, 2014 between the Camden County Educational Services Commission, Camden County, New Jersey hereafter called the "Commission", and the Camden County Educational Services Education Association, hereafter called the "Association."

Whereas, the parties have fulfilled their obligations to engage in collective negotiations and have reached certain understanding which they desire to confirm in this agreement as follows:

Article 1 - Recognition

The Camden County Educational Services Commission (the Commission) hereby recognizes the Camden County Educational Services Education Association (the Association) as the majority representative for collective negotiations concerning terms and conditions of employment under the unit certified by the Public Employment Relations Commission in 1986 as modified and described below:

Included are all teachers and educational services personnel (who hereafter may also be referred to as members, unit members, staff, employee, etc.) defined as professionals holding current and applicable certifications issued by the State Board of Examiners permitting them to be employed in a teaching or educational services (N.J.A.C. 6A:9B-12.2 through 12.20) position, who provide services in schools.

Excluded are all other employees including, but not limited to, administrators, coordinators (other than those referenced in N.J.A.C. 6A:9B-12.2 through 12.20), clerical staff, instructional assistants, supervisors, confidential and managerial executives within the meaning of the Act, and guards, teachers and educational services personnel employed at the Camden County Juvenile Detention Center (formerly the Camden County Youth Center).

Article 2 - Negotiation Procedures

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the mandatory negotiable terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and shall only be valid when ratified by the Association and the full Commission in a public meeting. When ratified, such writing shall be signed by both parties.

B. During negotiations the Commission and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in

the course of negotiations and to enter into a tentative memorandum of agreement; however, no agreements reached are valid until ratified as provided above.

D. This agreement represents the complete and total agreement between the parties on any and all matters which or could have been the subject of negotiations between the parties.

E. If both parties mutually agree in writing, negotiations may be reopened for the purpose of amending any section of this agreement. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, submitted for ratification as provided above, and if ratified, signed by the parties.

F. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement.

G. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

H. Negotiations will commence on or about November 15 of the final year of the Agreement.

Article 3 - Grievance Procedure

A. Definition: The term "grievance" means a complaint that there has been an improper interpretation or violation of an express term or provision of this contract.

B. Procedure:

Step One: Informal

An aggrieved person shall first discuss it with his/her immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally. A response shall be given within 5 school days. No grievance shall be brought to the informal level if thirty (30) calendar days have lapsed since the grievance occurred.

Step Two: Immediate Supervisor-Formal

1. If the aggrieved person is not satisfied with the disposition of the grievance at step one, they shall submit the grievance in writing to the Professional Rights & Responsibility (PR&R) Committee within ten (10) school days after the grievance was presented, together with a report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance.

2. The PR&R Committee shall forward a duplicate copy of the written grievance and report to the immediate supervisor within five (5) school days after having received said information.

3. The immediate supervisor shall forward the duplicate copy of the written grievance and

his/her report to the Superintendent and Association within five (5) school days after having received a copy of the grievance and report.

Step Three: Superintendent

1. The Superintendent shall hold a hearing on the grievance within ten (10) school days after the grievance is filed at this step. The aggrieved person and a representative of the Association shall be present at the hearing and may present such facts as are relevant to the grievance being considered.
2. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing. A copy of such decision shall be forwarded to the Association immediately.

Step Four: Commission's Grievance Committee

1. In the event that the grievant is not satisfied with the disposition of the grievance at Step Three, he/she may request the PR&R Committee to appeal the grievance to the Commission Grievance Committee, in which event the PR&R Committee shall take the appeal by notifying the Superintendent in writing within five (5) school days following his/her decision.
2. The Commission Grievance Committee shall meet in executive session with the grievant and his/her representatives on the grievance at its next regularly scheduled meeting after the appeal is filed to review the relevant facts presented at Step Two.
3. The Commission shall render a decision on the grievance within five (5) calendar days after the meeting and a copy of the decision shall be forwarded immediately to the Association.

Step Five: Arbitration

1. In the event the aggrieved person is not satisfied with the disposition of the grievance at Step Four, he/she may, within five (5) school days after receiving notice of the decision by the Commission, request in writing that the PR&R Committee determine that the grievance is meritorious and be submitted to arbitration. The Association may submit the grievance to arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.
2. Within ten (10) school days after such written notice of submission to arbitration, the Commission and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. In the event no arbitrator can be agreed upon, the Commission and the Association shall request a roster of arbitrators from PERC and shall select an arbitrator according to PERC procedures.
3. The Arbitrator shall render his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without

power or authority to add to or subtract from or modify the agreement. The decision of the arbitrator shall be submitted to the Commission and the Association and shall be an advisory decision.

4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

Article 4 - Teacher Rights

A. Pursuant to Chapter 123, Public Laws of 1974, the Commission and the Association hereby agree that teachers shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist any employee to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any of the foregoing activities. The Commission and the Association agree that neither of them shall directly and indirectly discourage or deprive rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that they shall not discriminate against any teachers with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or lack of membership in the Association and its affiliates, participation or refusal to participate in any activities of the Associations and its affiliates, collective negotiations with the Commission, or his/her institution or refusal to institute or participate in the institution of any grievance, complaint or proceeding under this agreement.

B. No teacher shall be reduced in rank or compensation without a legal reason. Any such action by the Commission or any representative or agent thereof shall not be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Commission concerning any matter which could result in termination of employment or adversely affect salary, prior written notice of the reasons shall be given to the teacher. The teacher shall be entitled to have an Association representative present during any such meeting. Any suspension of a teacher pending formal determination of charges by the Commission shall be according to law.

D. Any criticism by a supervisor, administrator or Commission member of a teacher concerning his/her instructional methodology shall be made in confidence.

E. Any criticism of a supervisor, administrator, Commission member, or the Commission by a unit member, unit representative or anyone affiliated therewith concerning anything relating to the Commission and/or its business or functioning shall be made in confidence.

F. Employees shall have access to their personnel files during normal business days and normal business hours. The exact scheduling for the file viewing will be at a time mutually agreed upon.

G. The administration will make a reasonable effort to notify employees in a timely manner of any changes in the Scheduled Dates calendar.

Article 5 - Association Rights

A. The Commission agrees to make available to the Association a current register of certificated personnel, the names and addresses of all teachers, minutes of all public Board meetings and other public information concerning the financial resources of the District including but not limited to: publicly adopted budget, annual audit report and salaries of employees.

B. Representatives of the Association shall be permitted to transact official Association business on Commission property but not during contracted for work time of unit members, and with permission of the Administration. Such permission shall not be withheld without good reason, provided that all expenses incurred other than routine maintenance or repairs covered by a maintenance contract shall be reimbursed by the Association to the Commission.

Article 6 - Teacher Work Year

A. The work year shall not exceed one hundred and eighty-five (185) work days. In addition, except in regard to extended year programs, the 185 maximum number of work days per year shall apply to all members.

B. During the in-school work year, except in weather emergencies and for Commission holidays, unit members shall follow the Commission non-public calendar and includes days when pupils are in attendance and any other days when teacher attendance is required including training, professional development and in-service events.

C. Unit members who work in multiple programs and/or locations shall mutually develop their respective work year schedules with the immediate supervisor by September 15 of each year. Upon approval by the Director or Supervisor, said work year schedules shall be the official work year schedules for said unit members for the remainder of the year. Schedule changes during the school year may occur as a result of changes in programs, funding, staffing or other circumstances that may occur outside the control of the Commission (e.g. mandated from the Department of Education). Work schedules may be adjusted by the Director, Supervisor or Superintendent accordingly.

D. The members shall have a half day of school on the Wednesday before Thanksgiving.

Article 7 - Teaching Hours

A. Work hours of teachers/educational services personnel are delegated to the Commission or its designee to establish and from time to time to alter as the Commission or its designee determines appropriate. Work hours for unit members who provide services in or for nonpublic programs are not to exceed five and one-half (5½) hours of pupil contact time plus one-half (½) hour of prep time and one-half (½) hour of duty free lunch for a total of six and one-half

hours (6½) hours per day, plus whatever van travel time is necessary. Work hours for unit members who provide services in or for programs in public schools shall work the daily schedule of their assigned location(s), and shall not exceed six hours of pupil contact time plus one-half (½) hour duty free lunch and one-half (½) hour preparation period, for a total of seven (7) hours per day. Teachers/educational services personnel hired in this public school capacity shall not perform duties other than the assignment for which they are hired. For example, a teacher shall not fulfill duties such as car line, bus line, cafeteria duty, recess duty, hallway duty, etc., without prior agreement between the Association, Commission, and the school district for which the assignment is provided. The minimum time necessary to qualify as full time is established by the parties' litigation settlement in Docket No. 382-11/86.

Article 8 - Teacher Evaluation

The procedure established by the State Board of Education Rules and Regulations shall be followed.

Article 9 - Management Rights

A. Subject to the express written terms of this Agreement, the Commission on its own behalf and on behalf of the electors of its constituent school districts, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of its educational system, its properties, facilities and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, their dismissal or demotion, to promote, and transfer all such employees.
3. To establish and control methods of instruction, including special programs, all as deemed necessary or advisable by the Commission.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instructions, the duties, responsibilities, assignments of teachers and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment of all employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Commission, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of the applicable laws and regulations of the State of New Jersey and the terms of this agreement.

C. Nothing contained herein shall be considered to deny or restrict the Commission of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article 10 - Teacher Employment

A. Each member's placement for salary purposes shall be determined by the Commission at the initial date of hire. Placement in the initial year of this agreement shall control for future advancement.

B. Granting of credit for all previous outside teaching experience shall be at the discretion of the Commission and negotiated by and between the individual member and the Commission upon initial employment. The initial salary step shall control for future advancement.

C. Tenured members shall be notified of their salary status in writing for the ensuing year not later than May 15. Non tenured members whose employment is renewed will receive their contracts no later than May 15 and return them by June 1.

D. The Commission shall approve schedules by October 30. However, such schedules can be modified on the basis of changing student loads, other economic reasons or by reduction in force.

E. Members shall provide ninety (90) days' notice for resignation from their employment contract with the Commission. This provision will not apply to retirement.

Article 11 - Leaves of Absence

A. Sick Leave:

1. All teachers shall be entitled to sick leave to the extent required by law. Sick leave for members will be prorated based on the date of hire and percentage of full time equivalent (FTE). Members who work five (5) half days will receive ten (10) half sick days. Members working full or half days for a partial week will receive the appropriate percentage of the ten (10) days provided for by statute. Example for half days/partial week: Members who work four half days receive eight (8) half days of sick leave.

2. Any such unused sick leave days shall accumulate from year to year with no maximum limit.

3. A retiring employee with 15 or more years of service can sell thirty or more sick days back at the rate below. The payment will be made in July of the year following the fiscal year in which the retirement occurs. An employee must have thirty or more days to be eligible. Retirement is defined as terminating employment and simultaneously

receiving pension payments pursuant to TPAF. Merely vesting of pension rights does not constitute "retirement".

4. For teachers hired after September 1, 2007, the maximum number of unused sick days eligible to be sold back is 185 days.

5. In the event there are insufficient P.L. 192/193 funds in a given year to pay the total amount due under this buy-back provision, the amount paid to each retiree shall be prorated based upon available funds. The unpaid amount shall carry over to the following year. Provided that sufficient P.L. 192/193 funds are available, all unpaid amounts shall be paid in full by June 30 of the following year before new retirees are paid either the full amount or a prorated amount due under this provision.

Rates: At the time of retirement, the buyback rate will be \$35.00 per day times up to the number of unused sick days in existence on August 31, 2007 and which remain unused. For unused sick days accumulated after August 31, 2007, the buyback rate will be \$45.00 per day for each day that is in excess of the August 31, 2007 total at time of retirement.

For example, if an employee has 200 days as of August 31, 2007, and retires on June 30, 2009, with 215 days, he/she will be paid for 200 days at \$35.00 per day and for 15 days at \$45.00 per day. However, if the employee has 200 days as of August 31, 2007, but by retirement on June 30, 2009, has reduced the total number of days to 200 or less, all of the days will be paid at the \$35.00 rate and none will be paid at the \$45.00 rate.

B. Extended Leaves of Absence without pay may be provided by the Commission in its sole discretion with each request being handled on a case by case basis.

C. Personal Business Days:

1. Teachers may be allowed up to three (3) personal days per school year without loss of pay provided that prior approval is granted for the use of a personal business day by the Commission's Superintendent. Personal days will be prorated based on date of hire as follows: September 1 to November 30, three (3) days; December 1 to February 28/29, two (2) days; March 1 or after, one (1) day.

2. Application for the use of a personal business day shall be made by the member to their supervisor at least five (5) school days prior to the date requested except in the case of an emergency. The Superintendent shall determine what conditions constitute an emergency. Such application shall be made in accordance with the procedures set forth by the Commission (currently AESOP system).

3. Unused personal days shall carry over to the next year and shall accumulate as paid sick days.

D. Sick Bank

1. The parties agree to work collaboratively to establish the parameters of a Sick

Leave Bank policy in accordance with the law.

Article 12 - Disability and Maternity Leave

A. Any employee who anticipates undergoing a state of medical disability such as but not limited to surgery, hospital confinement, medical treatment or disability arising from pregnancy may apply for a leave of absence based upon said anticipated medical disability in accordance with provision hereinafter set forth and FMLA and NJFMLA regulations.

B. All employees anticipating a state of medical disability shall notify the Superintendent in writing of the condition expected to result in the disability as soon as the condition which may result in the disability is known.

C. Specific dates will then be set forth to avoid interruption of duties and to ensure that a substitute can be secured when applicable. The Superintendent will notify the employee in writing as to the date of return if not mutually agreed upon.

D. The Commission will honor the use of sick days before and after childbirth to the extent required by law.

E. The Commission will honor the use of sick days for medical disability, including disability related to pregnancy, to the extent required by law.

F. All other leave, except as set forth in paragraphs D and E shall be without pay.

G. Written proof will be required from the employees' treating physician to ensure the employee is able to return to work.

H. The Commission has the discretion to verify any or all claimed medical disability.

Article 13 - Bereavement Leave

A. Members may take up to four (4) consecutive or non-consecutive (with Superintendent approval) paid bereavement days, in the event of a death in the immediate family. The immediate family is defined as parent, spouse, child, brother, sister, grandchild, grandparent by blood, parent-in-law and any other relative residing in the employee's household. The employee may request such leave for any other individual residing in the employee's household. Such request shall be considered by the Superintendent.

B. Unused personal days may be used to extend bereavement leave with the Superintendent's approval.

Article 14 - Compensation

A. The salary rates of all teachers covered by this agreement will be set forth on a

yearly basis in the Commission's minutes.

B. Teachers shall be paid on the 15th and 30th of each month. In the event that the 15th and 30th is not a work day for the Commission, paychecks shall be issued on the last Commission work day prior to that respective 15th or 30th of that month. The June 15th paycheck shall be issued on the 15th of June. The June 30th paycheck shall be issued on the 30th of June.

C. There shall be attached to this contract salary guides for full time employees for the 2014-2019 school years set forth as Schedule A (unit members working in non-public programs) and Schedule B (unit members working in public schools), respectively.

D. Part time employees will be paid on a pro rata basis of one-fifth of their appropriate step of the appropriate salary Schedule for each full six and one-half (6 1/2) hour workday that they teach, or for each six (6) hour workday that they teach if that person is also a van driver.

E. Commission teachers assigned extra duty instruction shall be paid for at the rate of \$35.00 per hour for the term of this contract. Extra duty instruction shall include instruction of any nature that is provided by the Commission that does not occur as a part of the regular instructional assignment, tutoring, and required attendance at meetings on a member's day off. This will include non-192/193 Homebound Instruction. The rate for 192/193 Homebound Instruction will be \$27.50. Available positions that are open shall be made known, in writing, to the Association President and shall be posted internally simultaneously with any external advertisements. In the case where all of the applicants are equally qualified, preference shall be given to a teacher already employed by the Commission. Extra duty instruction will continue through May 30th and final supplemental checks shall be issued June 30th.

Special Education Extended School Year work will be compensated at the employee's regular per diem rate and prorated for partial day assignments. Effective July 1, 2016, Child Study Team evaluations/assessments (Speech, Psychological, Learning, Occupational Therapy, Physical Therapy and Social History) conducted during the summer or after the regular workday will be compensated at a rate of \$250.00 per evaluation and \$350.00 per evaluation for Occupational Therapy with Sensory, respectively. Qualified members will be offered these evaluations before the Commission seeks outside evaluators.

F. The Commission shall provide for the direct deposit of teachers' paychecks to any banking institution or credit union. Bank fees, if any, shall be paid by the teacher. Direct deposit can be suspended when a non-tenured employee has no more sick leave available.

G. Any teacher approved in writing by the Superintendent or administration to attend CST or IEP meetings at a time when they are not regularly scheduled to work shall be paid at the rate of \$35.00 per hour. Should meetings be conducted during the regular workday and upon approval of the Superintendent and his/her designee, then the member may be released from their regular teaching schedule to attend.

H. Employees may use a Commission van in place of the employee's vehicle for school business upon the approval of the Superintendent.

I. The Commission will facilitate payroll deductions for teachers' payment of premium for mutually agreed upon disability plans.

Article 15 - Medical Insurance

A. The Commission shall make available for employees whose regularly scheduled work week exceeds (25) hours per week, 50/50 medical insurance coverage, with the premium to be split 50/50 between the employee and the Commission for coverage over single coverage or the share provided in Chapter 78, Laws of 2011, whichever is greater, but not both. The plan to be made available will be the same plan as is provided to the Administration. The Board shall provide medical and prescription coverage plans, currently School Employees' Health Benefits Program. Should the Commission change carriers, the plan offered will be equal to or better than the plan in place, equivalent to SEHBP Direct 10, at the time of the change of carriers. Enrollment of those eligible employees who are not currently enrolled in the Commission's health insurance plan shall take effect at the first possible available open enrollment period as may be permitted under the terms of the insurance contract.

B. The Commission shall establish and maintain a Flexible Spending Account, to be funded by employee contributions in accordance with the Internal Revenue Service regulations 125.

C. Upon proof of other medical insurance, an employee may opt out of the insurance plan provided by the Commission. A payment of 25% or \$5,000, whichever is less, of the single SEHBP Direct 10 premium, or the equivalent plan, will be paid to the employee in consideration of the waiver of insurance. The payment will be made in two installments, on December 30 and on June 30, and will comply with Section 125 and all other I.R.S. regulations that will preserve the tax-free status of benefits. The opt out payments shall be pro-rated in accordance with the number of months that the opt out is in effect.

Article 16 - Miscellaneous Provisions

A. If any provision of this agreement or any application of this agreement to any employee, group of employees, or the Commission is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Commission and an individual member of the negotiating unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

C. Copies of this agreement shall be reproduced at the mutual expense of the parties and made available within thirty (30) days after the agreement is signed. It shall be made available to those now employed or hereafter employed.

D. It is understood by all parties that under the ruling of the Courts of New Jersey and

the State Commissioner of Education, the Commission is forbidden to waive any rights or powers granted by law and therefore this contract is to be so interpreted as reserving all such rights and/or powers expressly to the sole discretion of the Commissioner.

E. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. The Commission at:

Camden County Educational Services Commission
C/O: Superintendent
225 White Horse Avenue
Clementon, NJ 08021

2. The Association at:

Camden County Educational Services Education Association
C/O: Camden County Educational Services Commission Association President
Adrienne Capone
608 North Atlantic Avenue
Collingswood, New Jersey 08108

F. This contract represents a complete and final agreement on any and all mandatory matters for collective negotiations, whether raised during the negotiations which resulted in this agreement or not.

Article 17 – Professional Development

A. The Commission shall pay for any courses/training when required by the Administration.

Article 18 – Agency Fee

A. PURPOSE OF THE FEE: If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE: Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own

members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. The Association shall indemnify and hold harmless the Board of Directors from all claims arising out of the administration of this Article, including in regard to the Board's attorney's fees and costs.

Article 19 - Duration of Agreement

A. This agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2019. In accordance with the Association's right to negotiate over a successor agreement

as provided in Article 2, this agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.

B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Commission has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed here, all on the day and year first above written.

Article 20 - Use of Independent Contractors

The parties agree that the Commission may use independent contractors when no qualified candidate is available. The Commission agrees to make a reasonable effort to fill the posted position with a qualified person who shall become a unit member.

Schedules A and B

CCESEA Salary Guide 2014 through 2019 For Unit Members In Non-Public Programs															
2014-2015				2015-2016			2016-2017			2017-2018			2018-2019		
Step	BA	MA	DR	BA	MA	DR	BA	MA	DR	BA	MA	DR	BA	MA	DR
1	51000	52000	53000	52020	53020	54020	53000	54000	55000	53657	54657	55657	54200	55200	56200
2	51500	52500	53500	52500	53500	54500	53400	54400	55400	54057	55057	56057	54700	55700	56700
3	51800	52800	53800	52800	53800	54800	53800	54800	55800	54457	55457	56457	55300	56300	57300
4	52100	53100	54100	53100	54100	55100	54200	55200	56200	54857	55857	56857	55900	56900	57900
5	52400	53400	54400	53320	54320	55320	54700	55700	56700	55357	56357	57357	56500	57500	58500
6	52700	53700	54700	53700	54700	55700	55200	56200	57200	55857	56857	57857	57300	58300	59300
7	53000	54000	55000	54000	55000	56000	55700	56700	57700	56357	57357	58357	58100	59100	60100
8	53500	54500	55500	54500	55500	56500	56200	57200	58200	56857	57857	58857	59001	60001	61001
9	54500	55500	56500	55500	56500	57500	56900	57900	58900	57557	58557	59557	60100	61100	62100
10	55900	56900	57900	56900	57900	58900	58500	59500	60500	59157	60157	61157	61300	62300	63300
11	59100	60100	61100	61000	62000	63000	62940	63940	64940	63597	64597	65597	65251	66251	67251
12	63200	64200	65200	65000	66000	67000	66000	67000	68000	66657	67657	68657	69200	70200	71200
13	68000	69000	70000	69100	70100	71100	70200	71200	72200	71900	72900	73900	73042	74042	75042

CCESEA Salary Guide 2014 through 2019 For Unit Members In Public Schools															
2014-2015				2015-2016			2016-2017			2017-2018			2018-2019		
Step	BA	MA	DR	BA	MA	DR	BA	MA	DR	BA	MA	DR	BA	MA	DR
1	55250	56250	57250	56270	57270	58270	57250	58250	59250	57907	58907	59907	58450	59450	60450
2	55750	56750	57750	56750	57750	58750	57650	58650	59650	58307	59307	60307	58950	59950	60950
3	56050	57050	58050	57050	58050	59050	58050	59050	60050	58707	59707	60707	59550	60550	61550
4	56350	57350	58350	57350	58350	59350	58450	59450	60450	59107	60107	61107	60150	61150	62150
5	56650	57650	58650	57570	58570	59570	58950	59950	60950	59607	60607	61607	60750	61750	62750
6	56950	57950	58950	57950	58950	59950	59450	60450	61450	60107	61107	62107	61550	62550	63550
7	57250	58250	59250	58250	59250	60250	59950	60950	61950	60607	61607	62607	62350	63350	64350
8	57750	58750	59750	58750	59750	60750	60450	61450	62450	61107	62107	63107	63251	64251	65251
9	58750	59750	60750	59750	60750	61750	61150	62150	63150	61807	62807	63807	64350	65350	66350
10	60150	61150	62150	61150	62150	63150	62750	63750	64750	63407	64407	65407	65550	66550	67550
11	63350	64350	65350	65250	66250	67250	67190	68190	69190	67847	68847	69847	69501	70501	71501
12	67450	68450	69450	69250	70250	71250	70250	71250	72250	70907	71907	72907	73450	74450	75450
13	72250	73250	74250	73350	74350	75350	74450	75450	76450	76150	77150	78150	77292	78292	79292

(ATTEST)

W P Madden
BOARD SECRETARY

Joyce A. Miller
PRESIDENT

CAMDEN COUNTY EDUCATIONAL
SERVICES COMMISSION

1/4/17
DATE

(ATTEST)

LB Capone
SECRETARY

Adrienne Capone
PRESIDENT

CAMDEN COUNTY EDUCATIONAL
SERVICES EDUCATION
ASSOCIATION

1/10/2017
DATE

Board Approved on January 4, 2017